

AG Contract No. KR97 0066TRN  
ADOT ECS File No. JPA 96-151A-1  
Project: RAM-600-7-305/H4314 01D  
Section: Southeast Valley Regional Drainage  
System, Price - 56th St.  
IGA FCD-96029A

AMENDMENT  
INTERGOVERNMENTAL AGREEMENT AMENDMENT  
AMONG  
THE STATE OF ARIZONA  
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY  
AND  
THE CITY OF CHANDLER

THIS AGREEMENT hereby amends that specific agreement, between the State of Arizona, the Flood Control District of Maricopa County, and the City of Chandler, referenced as KR97-0066TRN, JPA 96-151, IGA FCD-96029, filed with the Secretary of State, Number 215499, May 14, 1997.

THIS AMENDMENT is entered into 10 March, 1999 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its BOARD OF DIRECTORS (the "District") and the CITY OF CHANDLER, acting by and through its CITY COUNCIL, (Chandler)

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Amendment and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment and has delegated to the undersigned the authority to execute this Amendment on behalf of the State.

2. The District is empowered by Arizona Revised Statutes Section 48-3603 to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of the District.

3. Chandler is empowered by Arizona Revised Statutes Section 48-572 to enter into the Amendment and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment and has authorized the undersigned to execute this Amendment on behalf of Chandler.

#01

NO. 21549  
Filed with the Secretary of State  
Date Filed: 03/10/99

Letroy Gayles  
Secretary of State

By: Wick D. Greenwood

4. The State, the District, and Chandler entered into an Intergovernmental Agreement, JPA 96-151 (IGA FCD-96029) on May 14, 1997 for the Southeast Valley Regional Drainage System (SEVRDS) Project (Project). All State, District, and Chandler rights, obligations, term, conditions, and responsibilities as presented in said Agreement shall remain in force and effect, unless specifically revised or changed by this Amendment.

5. It is expected that upon completion of Phase 2 construction of the SEVRDS Project, the remaining District's cost share funding, (limited to \$12,000,000), combined with Chandler's cost share funding (\$955,000.00 per attached letter), will not be sufficient to complete Phase 3 of the SEVRDS Project. Therefore, the purpose of this Amendment is to redefine the reimbursement of cost share funds related to the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Fund an estimated \$4,800,000.00, for all construction costs in excess of the District's and Chandler's combined cost share limit of \$12,955,000.00, to complete construction of Phase 3 of the SEVRDS Project. Phase 3 being defined as the Collector Channel system along the north side of the Santan Freeway alignment and associated features.

b. Reimburse its construction costs to the District, within 30 calendar days of receipt of an invoice from the District. Such invoices shall be submitted to the State no more frequently than quarterly during construction of Phase 3.

### **2. The District will:**

a. Upon its expenditure of \$12,000,000.00 of cost share funds, and the expenditure of Chandler's \$955,000.00 of cost share funds, invoice the State no more frequently than quarterly during construction of Phase 3, for the State's cost share funds. A final invoice shall be sent to the State, upon completion of construction and acceptance by the State.

b. Contract for additional Construction Management services as requested by the State. The actual cost of these services will be funded by the District as a part of the District's total cost share as defined by Agreement JPA 96-151 (IGA FCD-96029) paragraph II 2.c.

### **3. Chandler will:**

Transfer to the District \$955,000.00 to fund the PROJECT, as indicated in the attached letter, before June 30, 1999.

## **III. MISCELLANEOUS PROVISIONS**

1. This Agreement Amendment governs where terms conflict with the original agreement JPA 96-151 (IGA FCD-96029). However, the original Agreement JPA 96-151 (IGA FCD-96029) is applicable unless specifically changed by this Amendment.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**FLOOD CONTROL DISTRICT OF MARICOPA COUNTY**  
a Municipal Corporation and Political  
Subdivision of the State of Arizona

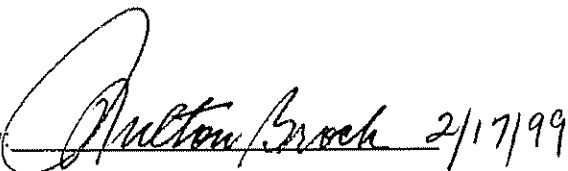
Recommended:

By:   
MICHAEL S. ELLEGOOD, P.E.  
Chief Engineer & General Manager

1/22/99  
Date

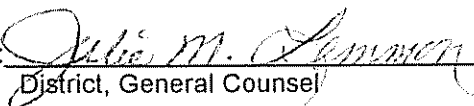
Approved and Accepted:

Attest:

By:  2/17/99  
Chairman, Board of Directors

By:   
Clerk of the Board

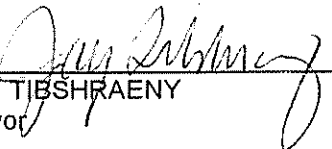
The forgoing Intergovernmental Agreement Amendment has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

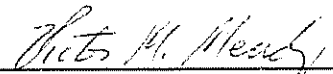
By:   
District, General Counsel

1/21/99  
Date


CITY OF CHANDLER

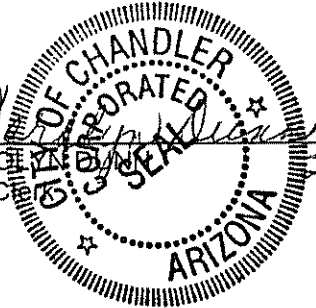
STATE OF ARIZONA  
Department of Transportation

By   
JAY TIBSHRAENY  
Mayor

By   
VICTOR M. MENDEZ, P.E.  
Deputy State Engineer

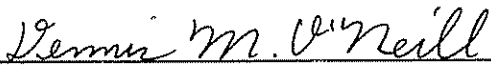
ATTEST

By   
CAROL M. DYER  
City Clerk



2-2-99

I have reviewed the above referenced proposed Intergovernmental Agreement Amendment, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY and the CITY OF CHANDLER, and declare this Agreement Amendment to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

  
City Attorney

2-2-99  
Date

RESOLUTION

BE IT RESOLVED on this 3rd day of December 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an amendment of the above referenced agreement with the City of Chandler and the Flood Control District of Maricopa County, for the purpose of redefining responsibilities for the design, construction and maintenance of the Southeast Valley Regional Drainage System to provide drainage for the Santan Freeway (SR 202L).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

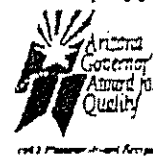
DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group

for MARY E. PETERS, Director

## Arizona Department of Transportation

## Intermodal Transportation Division

206 South Seventeenth Avenue • Phoenix, Arizona 85007-3213



August 20, 1997

Thomas G. Schmitt  
State EngineerFife Symington  
GovernorLarry S. Bonine  
Director

Mr. George Selvia  
Public Works Director  
City of Chandler  
200 East Commonwealth Avenue  
Chandler, Arizona 85225-5595

|  |                             |                |
|--|-----------------------------|----------------|
| Post-It™ brand fax transmittal memo 7671 |                             | # of pages ▶ 3 |
| To <i>Javier Guana</i>                   | From <i>Bryan Patterson</i> |                |
| Co.                                      | Co.                         |                |
| Dept.                                    | Phone # <i>786-2425</i>     |                |
| Fax # <i>712-7630</i>                    | Fax #                       |                |

Subject: Carriage Lane Drain Outfall Downsizing

Dear Mr. Selvia:

I have reviewed and discussed with my manager your June 17, 1997 response and counter-proposal to our May 6, 1997 proposal to settle the issue of the amount that Chandler should be credited due to the above-referenced outfall downsizing. I concur with the amount of \$545,000, leaving Chandler owing \$955,000 toward the Southeast Valley/Santan Freeway Drainage System.

The most difficult part of this exercise was determining just what 108-in pipe would have cost had it been installed. On my own I developed estimates ranging from \$375 per linear foot to the same \$426 your staff member, Mark Jeseritz, derived. The compromise of \$400 plf is quite satisfactory and justifiable as, when the materials and labor costs are separated, the percentage increase in additional labor costs approximates the percentage of extra excavation necessary for the wider pipe.

If you have any questions or comments, please contact me at (602) 255-7723, by FAX at (602) 255-7630, or via e-mail at [jspadafino@dot.state.az.us](mailto:jspadafino@dot.state.az.us).

Sincerely,

Joseph F. Spadafino  
Valley Project Management Group, Mail Drop 614E

JFS:jfs

- ☐ Attachment  
☐ Enclosure  
☒ cc: S.A. Jimenez



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

JANET NAPOLITANO  
ATTORNEY GENERAL

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0066TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE March 8, 1999.

GRANT WOODS

Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH

Assistant Attorney General

Transportation Section

JRR:et/19609

Enc.